

G. W. Haight of  
LAW SERVICE, p.a.  
414 E Coeur d'Alene Avenue  
PO Box 962  
Coeur d'Alene ID 83816-0962  
(208) 667-6700

Attorney for Debtor

01 FEB 7 AM 11 20

DURKE  
JHO

UNITED STATES BANKRUPTCY COURT DISTRICT OF IDAHO

In re  
HENDREN, Dena, K.,

Case No.

01-20141

In Proceedings Under Chapter 7

Debtor.

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. §329(a), Bankruptcy Rule 2016(b) and Procedural Form No. B203, I certify that I was engaged as an attorney for the above-named Debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy for services on behalf of the Debtor(s) in contemplation of or in connection with the bankruptcy case was as follows:

(a) For legal services, I have accepted:	\$ 525.00
(b) For filing fees, I have accepted:	\$ 200.00
(c) Prior to the filing of this Statement I have received:	\$ 725.00
(d) Balance Due:	\$ 0.00 *

\* To be paid pursuant to Debtors' Ch. 13 Plan

2. The source of the compensation paid to me was the Debtor(s).

3. The source of future compensation, if any, to be paid to me is the Debtor(s) directly or through the Ch. 13 Trustee, if any.

4. I have not agreed to share the above-disclosed compensation with any other persons unless they are members and associates of my law firm.

5. In return for the above-payment, I rendered pre-petition legal services and incurred expenses for the following aspects of the bankruptcy case:

- Initial consultation;
- Responding to creditor telephone calls;
- Analysis of the Debtor(s)' financial situation, and rendering advice to the Debtor(s) in determining whether to file a petition in bankruptcy;
- Advice concerning available Chapters of the Bankruptcy Code under which Debtors can file;

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- e. Preparation of a petition, preparation of drafts of schedules, and statement of affairs;
  - f. In the case of a Ch. 13 Case, analysis of required payments, preparation of a proposed plan;
  - g. Filing of a petition, schedules and statement of affairs;
  - h. Payment of applicable filing fees.
6. In addition to the foregoing pre-petition services, post petition services will be provided as follows:
- a. Responding to creditor telephone calls;
  - b. Attendance at the first Meeting of Creditors;
  - c. Attendance at the first confirmation hearing in Ch. 13 cases.
7. By agreement with the Debtor(s), the above-disclosed payment does not include the following services:

Long distance telephone calls; creditor negotiations; responding to garnishments, attachments or repossessions; motions to avoid liens; additional court appearances (including but not limited to adversary proceedings), reaffirmation agreements; or charges to withdraw representation.

#### CERTIFICATION

I certify that the foregoing summary of the retainer agreement with Debtor(s) in the form attached hereto or previously furnished to the court and the U.S. Trustee, is a complete statement of any agreement or arrangement for payment to me for representation of the Debtor(s) in this bankruptcy proceeding. In the event of any conflict between the summary and the retainer agreement, the terms of the latter will prevail.

DATE:

2/2/01

LAW SERVICE, p.a.

By:

G.W. Haight

NOTES:

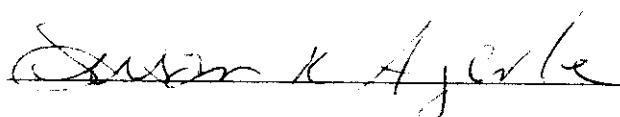
- (a) This statement covers fees and expenses paid to date.

#### CERTIFICATE OF SERVICE

The undersigned does hereby certify that on February 5, 2001, I gave notice of the foregoing by causing the foregoing to be sent by facsimile transmission, to the following:

OFFICE OF THE U.S. TRUSTEE  
PO Box 110  
Boise ID 83701  
208/334-9756

LS2101b.CompDisc  
2/1/01ska



CO. JMER BANKRUPTCY RETAINER AGREEMENT

Dena Hendren, ["Client(s)"], hereby employ LAW SERVICE, p.a., ("SERVICE"), to represent Client(s) in a Consumer Bankruptcy:

1. Subject to final approval by the responsible attorney, SERVICE will provide the following services:

(a) DRAFT PREPARATION:- For an initial fee of \$\_\_\_\_\_, receipt of which is acknowledged, SERVICE will provide the following: Retainer Agreement, Creditor Letter and a Questionnaire to be properly filled out and completed by the client.

(b) CHAPTER 7 BANKRUPTCY:- Upon receipt of all relevant claim documents plus a properly completed questionnaire plus the additional sum of \$\_\_\_\_\_, SERVICE will prepare a draft Ch. 7 Bankruptcy including all appropriate schedules and a mailing list for notice to creditors. SERVICE will also advise Client(s) whether a Ch. 13 Bankruptcy filing is necessary or appropriate.

(c) Upon receipt of the applicable filing fee and all necessary documents properly completed and executed, final forms will be filed with the Bankruptcy Court and the filing fee will be paid. There will be no further charge for preparation of either a draft or final filing unless the attorney or legal assistant is required to spend additional time in preparation of the filing based upon time requested by Client(s) or based upon incomplete or inadequate responses to the information requested of Client(s) or failure to provide other needed documentation. For the above sum the following post petition services will also be provided: SERVICE will answer creditor phone calls, send Client(s) a meeting reminder and an Attorney will attend the First Creditor Meeting which Client(s) are required to attend.

(d) CHAPTER 13 BANKRUPTCY:- Should it become necessary or appropriate to file a case as a Ch. 13 Bankruptcy, SERVICE will, in addition to the above, provide the following: Prepetition analysis of requisite payments to complete a Ch. 13 plan based upon a 36 to 60 month term; preparation of a Ch. 13 Plan and post-petition attendance at the initial confirmation hearing on the plan. Ch. 13 Cases will require payment of \$250, in addition to the fees provided in Paragraph 1(a), 1(b) and 1(c) above. Further, the greater of \$250 or \$\_\_\_\_\_ will be added to the initial plan to be paid by the Ch. 13 Trustee on a priority basis with other creditors of Client(s).

(e) EXCLUDED SERVICES:- SERVICE does not represent Client(s) with respect to proceedings in Ch. 7 cases after the First Creditors' Meeting. In particular SERVICE will not represent Client(s) with respect to "Reaffirmation Agreements".

(f) ADDITIONAL FEES and CHARGES:- Included in the above fees are up to one hour of consultation time with the attorney, inclusive of initial consultation and attorney time for review and preparation of commentary and recommendations based upon the draft filing. Also included is up to one hour of consultation time with a staff legal assistant as required for preparation of the draft and/or final filing. Where a bankruptcy case involves more than four (4) secured, priority or executory creditors, an additional fee of \$50.00 for each additional such creditor will be added to fees payable for the final filing. Where a bankruptcy case involves more than fifteen (15) unsecured creditors, an additional fee of \$5.00 for each additional such creditor will be added to fees payable for the final filing. Where the case includes business debts or requires financial statements related to the operation of a business, an additional \$100 charge applies. Modifications of filings such as adding creditors or assets after the initial draft may require a minimum update fee of \$25.00 for each such modification.

SERVICE attempts to provide Client(s) as much time as possible to pay fees and to provide advice on how to deal with creditors until a case has been filed. However, cases which have been finalized more than 30 days prior to filing must be reviewed and updated. Such review and update will result in an additional fee of at least \$50.

(g) PAYMENT OF FEES:- Unless other written arrangements are made, all fees are payable prior to filing. During the course of a Ch. 13 Bankruptcy SERVICE retains the right to withhold further service until an adequate retainer to cover future fees and expenses is provided.

2. RECEIPT is acknowledged of a nonrefundable retainer of \$ 725 ✓

3. Terms and conditions on the reverse hereof are an integral part of this Agreement. Client(s) acknowledge having had an opportunity to read and review this Agreement with SERVICE.

Dated: May 3, 2000

LAW SERVICE, p.a.

Dena K. Hendren  
Client

By: P. Shelton

Client

## ADDITIONAL TERMS AND CONDITIONS

4. **BILLING RATE:-** Additional services are billed at SERVICE'S prevailing hourly billing rate which is currently \$125.00 per hour for attorney time and \$55 per hour for legal assistant time, plus expenses. Telephone expense is charged at \$.50 per minute for long distance calls. Fax transmissions and receipts are charged at \$1.00 per page. Photocopies are \$.25 per page. Examples of additional services are creditor negotiation, responding to garnishments, attachments, and repossessions; additional court appearances for any purpose, motions to avoid avoidable liens, reaffirmation agreements (if SERVICE agrees to represent Client(s) in connection with such agreements) and Client consultations exceeding the time included in base fees per bankruptcy case. For any unpaid account, SERVICE shall be entitled to assert a lien on any claim, funds, papers, or documents of Client(s) in the possession of SERVICE or the possession of the trustee and SERVICE is granted a power of attorney to endorse all checks requiring endorsement by Client(s). The lien rights of SERVICE shall be subordinate to the rights of the Trustee. All amounts payable by Client(s) are due upon billing.

5. **RIGHT TO RETAIN OTHERS:-** Client(s) agree SERVICE has the exclusive right to take all steps deemed necessary to properly represent Client(s) including associating other attorneys and experts, for example, where valuation issues are involved.

6. **CH. 13 PLAN AMENDMENTS:-** Client(s) authorize SERVICE to prepare and execute all necessary or appropriate bankruptcy Plan amendments and modifications for, by and in the name of Client(s). Client(s) are advised plan amendments or modifications can cost \$250 or more in fees and costs, depending upon the complexity of the matters involved and the time involved in preparing such amendments or modifications. It is the usual practice of SERVICE to discuss Plan amendments and modifications prior to filing. However, timing or other circumstances may not allow such discussion. Client(s) are advised that when a Plan amendment or modification is filed, a copy will be sent to Client(s) and Client(s) have the right to discuss such document with a SERVICE representative. Client(s) are not required to direct such inquiries through the court, notwithstanding language to that effect usually contained in amendments and modifications.

7. **INTEREST ON LATE ACCOUNTS:-** Accounts unpaid twenty (20) days after billing are subject to interest on the unpaid balance at a minimum of 12% per annum for the first month and 18% thereafter.

8. **PAYMENT OF FEES THROUGH PLAN AMENDMENTS:-** At the sole discretion of SERVICE, all accrued and unpaid fees and expenses of SERVICE may be included as additional amounts to be paid through a regular or special plan amendment or modification. Client(s) authorize SERVICE to file such fee applications and plan changes with the bankruptcy court as may be necessary or appropriate to authorize and pay for fees incurred. Client(s) acknowledge that plan amendments and modifications for the purpose of paying accrued attorney fees will require an increased plan payment by Client(s) and/or extension of the term of the plan. If necessary, SERVICE is authorized to file a Plan amendment or modification for the sole purpose of providing for payment of unpaid fees and expenses through the Plan. Charges for any plan amendment or fee application required will be reimbursed by Client(s) at SERVICE'S usual rate. Plan amendments and modifications may provide for payment of attorney fees prior to payment of any other claims in the bankruptcy.

9. **ADDITIONAL RETAINER AGREEMENT and FEES:-** At the sole discretion of SERVICE, continuing services may be provided pursuant to this agreement or a new retainer agreement and retainer fee may be required for services after the conclusion of the initial Creditors' Meeting in a bankruptcy case, particularly in the case of a Ch. 7 bankruptcy. Such retainer would be required when fees or expenses in addition to those in Paragraph 1 are contemplated. If fees and retainers are not paid within the period requested and kept on a current basis, Client(s) authorize SERVICE, at its discretion to withhold services and/or to withdraw from further representation of Client(s). Client(s) are advised that rules of the Bankruptcy Court require notices, hearings and permission of the court to secure withdrawal by an attorney from a case. Client(s) agree to indemnify and hold SERVICE harmless from any loss, cost or expense incurred as a result of a request for withdrawal from representation. Client(s) further agree to indemnify and hold SERVICE harmless from any loss, cost or expense associated with any fee dispute finally resolved substantially in favor of SERVICE by a court or other body assuming jurisdiction over the same. Such indemnity shall include professional billing time lost by SERVICE or its attorneys or staff as a result of responding to any such fee dispute. Client(s) agree there is a rebuttable presumption that all time spent resolving such fee dispute shall be deemed lost professional billing time.

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